

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

In Re:

Case No. 13-13073

HOWARD PAINE
JANE D'ALELIO

Chapter 13

Debtors.

HOWARD PAINE
JANE D'ALELIO

Adv. Proc. No. 13-13073

Plaintiffs,

vs.

SLM CORPORATION dba SALLIE MAE
(aka SALLIE MAE PC TRUST, SALLIE
MAE, INC., and VL FUNDING),
EDUCATIONAL CREDIT MANAGEMENT
CORPORATION, QUANTUM3 GROUP LLC
as agent for MOMA FUNDING LLC,

Defendants.

**MOTION FOR ENTRY OF CONSENT ORDER RE:
DISCHARGABILITY OF STUDENT LOAN**

THIS MATTER comes before this Court on the joint motion of Howard Paine ("Plaintiff"), and Educational Credit Management Corporation ("ECMC") for entry of a Consent Order that the student loan described herein is dischargeable; and in support thereof the parties represent as follows:

1. Plaintiff executed one educational loan promissory note (the "Note") for a federally guaranteed Consolidation loan. The loan was disbursed on January 23, 2004, in the amount of \$37,898.65.
2. The Note evidences a student loan made to Plaintiff under a program funded in whole or in part by a governmental unit or nonprofit institution within the meaning of 11 U.S.C. § 523(a)(8). The program, referred to as the Federal Family Educational Loan Program

("FFELP," formerly known as the Guaranteed Student Loan Program) was established by the Higher Education Act of 1965, as codified at 20 U.S.C. § 1071 et seq.

3. ECMC is a private, nonprofit corporation and a guaranty agency under the FFELP. ECMC is a Minnesota corporation with its principal place of business located at 1 Imation Place, Building 2, Oakdale, MN 55128.
4. ECMC currently holds all right, title and interest in the Note.
5. Plaintiff is a 84-year-old married individual and is currently unemployed.
6. Plaintiff alleges that repayment of his student loan obligation would cause an undue hardship. Plaintiff has produced medical records demonstrating that he has multiple disabling conditions, which entitle him to a discharge of his federally-backed student loans.
7. As of November 24, 2013, the unpaid balance on the Note is \$58,586.00.
8. Plaintiff and ECMC agree that the Note is dischargeable under 11 U.S.C. § 523(a)(8).
9. This Motion pertains only to the student loan debt owed by Plaintiff, Howard Paine, which is the only federally-backed student loan debt owed by Mr. Paine and held by ECMC. Upon information and belief, Sallie Mae also holds student loan debt owed by co-Plaintiff, Jane D'Alelio. ECMC does not hold any right, title, or interest in the student loan debt owed by Ms. D'Alelio to Sallie Mae, and it will not be receiving assignment of Ms. D'Alelio's student loan debt.
10. Both parties hereto agree to bear their own costs, expenses, and attorney's fees in connection with the aforementioned lawsuit and claims.

WHEREFORE, the parties to this motion move this court to order that the debt owed by Howard Paine and Educational Credit Management Corporation is dischargeable pursuant to 11 U.S.C. § 523(a)(8).

RESPECTFULLY submitted this 11th day of December, 2013.

/s/ Ann M. Callaway
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